

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

|  |   |                       |
|--|---|-----------------------|
| In Re:   | ) | Case No. 20-41386-659 |
|  | ) | Chapter 13 #30 5/24   |
| Shannon Thomas McNeil  | ) |                       |
|  | ) |                       |
|  | ) |                       |
| Debtor.  | ) |                       |
|  | ) |                       |
| U.S. Bank Trust National Association,<br>as Trustee of the Igloo Series III Trust                        | ) |                       |
|  | ) |                       |
| Movant,  | ) |                       |
|  | ) |                       |
| vs.  | ) |                       |
|  | ) |                       |
| Shannon Thomas McNeil; James E.<br>McNeil (Co-Debtor) and Diana S.<br>Daugherty, The Chapter 13 Trustee, | ) |                       |
|  | ) |                       |
| Respondents.   | ) |                       |

**CONSENT ORDER AND  
STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF**

COME NOW, the parties and agree to the following Consent Order and Stipulation in settlement of the Movant's Motion for Relief from the Automatic Stay and Co-Debtor Stay:

1. On November 20, 2020, Movant filed its Motion for Relief from the Automatic Stay and Co-Debtor Stay with respect to the property known as **3268 Yaeger Road, Saint Louis, MO 63129.**

2. The parties agree that the total post-petition delinquency including fees and costs is \$2,930.58 through May 19, 2021 which is comprised of two monthly payments in the amount of \$1,021.29 per month (April 1, 2021 through May 1, 2021); attorney's fees in the amount of \$700.00 and costs of the motion in the amount of \$188.00. The Debtor will

resume making regular payments starting June 1, 2021. Movant is not adequately protected if post-petition payments are not made by the Debtor.

3. Debtor will cure the post-petition delinquency by making the following additional payments no later than the dates indicated in this paragraph.

| <u>Due Date</u> | <u>Amount</u> |
|-----------------|---------------|
| 6/1/2021        | \$325.62      |
| 7/1/2021        | \$325.62      |
| 8/1/2021        | \$325.62      |
| 9/1/2021        | \$325.62      |
| 10/1/2021       | \$325.62      |
| 11/1/2021       | \$325.62      |
| 12/1/2021       | \$325.62      |
| 1/1/2022        | \$325.62      |
| 2/1/2022        | \$325.62      |

4. Debtor shall make all monthly post-petition payments as they become due to the address provided by Movant in the monthly mortgage statement.

5. Movant's attorney's fees and costs sought in the Motion, or any balance thereon, are included in the total post-petition arrearages stated above and are hereby granted and assessed against the Debtor in the total amount of \$700.00 in fees and \$181.00 in costs.


6. Debtor authorizes Movant to mail to Debtor: (1) monthly mortgage statements; (2) account statements including an escrow analysis; and (3) notices regarding address or payment changes provided such a change is authorized by the Note and Deed of Trust. Debtor consents to direct contact by mail for purposes of receiving this information and waives any claim for violation(s) of the automatic stay regarding the same.

7. The terms of this Stipulation and the agreement reached between the parties shall remain in effect so long as the automatic stay remains in effect as to this Movant. In the event the automatic stay shall no longer remain in effect as to Movant, this Stipulation shall become null and void. In the event the case is converted to another

Chapter under Title 11 and pre-petition and post-petition arrearages remain unpaid, Movant shall be granted relief from the automatic stay after providing the notice as set forth in the following paragraphs. It is accordingly

**ORDERED** that the Motion for Relief from Automatic Stay and Co-Debtor Stay is **SETTLED** in that in the event the Debtor fail to comply with any of the conditions specified in this Stipulation and Order, the Movant shall file a written Notice of Breach with the Court, and serve a copy upon the Trustee, counsel for the Debtor, the Debtor and the Co-Debtor. Such Notice shall include a statement of any alleged breach, including an itemization of all delinquent payments and the total amount necessary to cure the breach. Movant shall be allowed attorney's fees in the amount of \$100.00 for the preparation of any Notice of Breach under this paragraph and such fees shall be included in the total amount required to cure the delinquency. Movant shall be allowed additional attorney's fees in the amount of \$100.00 for attendance at each hearing related to a Notice of Breach. It is further

**ORDERED** that if the Debtor fail to cure the delinquency in full or fails to file an objection to the Notice of Breach within 14 (fourteen) days of the date of the Notice, Movant shall be entitled to immediate relief from the automatic stay of 11 U.S.C. §362(a) without further notice or hearing upon entry of an order for relief and Co-Debtor relief. For such purposes, Movant shall be free to exercise all of its rights and remedies under the Promissory Note, Deed of Trust, or as may otherwise be provided for by law. An order entered under this paragraph shall not be stayed until the expiration of 14 days after the entry of the order. All other relief requested by Movant is hereby denied without prejudice as settled.

  
KATHY A. SURRATT-STATES  
Chief U.S. Bankruptcy Judge

DATED: May 25, 2021  
St. Louis, Missouri  
jjh

Prepared and submitted by:

Agreed to by:

MARINOSCI LAW GROUP, P.C.

/s/ David V. Noyce

David V. Noyce #56116MO  
11111 Nall Avenue, Suite 104  
Leawood, KS 66211  
dnoyce@mlg-defaultlaw.com  
ecf@mlg-defaultlaw.com  
Phone: (913) 800-2021  
Fax: (913) 257-5223  
ATTORNEY FOR MOVANT

/s/Randall T. Oettle

Randall T. Oettle, MoBar #46820  
R.O.C. Law  
Randall Oettle Company, P.C.  
12964 Tesson Ferry, Suite B  
St. Louis, MO 63128  
(314) 843-0220 Telephone  
(314) 843-0048 Facsimile  
ROettle@ROCLaw

Copies to:

James McNeil (CO-DEBTOR)  
Shannon Thomas McNeil  
3268 Yaeger Road  
St. Louis, MO 63129

Randall T. Oettle  
R.O.C. Law, Randall Oettle Company, P.C.  
12964 Tesson Ferry  
Suite B  
St. Louis, MO 63128

David V. Noyce  
11111 Nall Avenue, Suite 104  
Leawood, KS 66211

Diana S. Daugherty  
Chapter 13 Trustee  
P. O. Box 430908  
St. Louis, MO 63143

U.S. Trustee  
Office of US Trustee  
111 S Tenth St, Ste 6.353  
St. Louis, MO 63102